

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

---

**Gary Hannig, Secretary**

**PROJECT LABOR AGREEMENTS**



**Illinois Department of Transportation**

# TABLE OF CONTENTS

State of Illinois Project Labor Agreements.....	1-2
Illinois AFL-CIO Building & Construction Trades Statewide Project Labor Agreement Committee.....	3
Illinois Executive Order on Project Labor Agreements.....	4-6
Illinois AFL-CIO Building Trades Council Jurisdictions .....	7
Illinois Department of Transportation Project Labor Agreements.....	8
Special Provision for Project Labor Agreement .....	9-21
Project Labor Agreement Status Report (By Letting).....	22-59
Executive Order 12818 .....	Attachment A
Executive Order 12836 .....	Attachment B
Executive Order 13202 .....	Attachment C
Executive Order 13208 .....	Attachment D
Executive Order 13502 .....	Attachment E

## **STATE OF ILLINOIS PROJECT LABOR AGREEMENTS**

- **Definition of (Project Labor Agreement)** – A Project Labor Agreement is a comprehensive pre-hire collective bargaining agreement that is negotiated between a project's owner (a state for example) and an appropriate labor organization (an area or state building and construction trades council) which sets out the basic terms and work conditions for that particular project.
- **Intent of a Project Labor Agreement** – A Project Labor Agreement's intent is to ensure the efficient, timely and most cost-effective completion of a construction project.
- **General Provisions Contained in a Project Labor Agreement**
  - A skilled and trained workforce is available through the craft's hiring halls.
  - Work schedules and general terms for labor are made uniform among the crafts.
  - Monthly meetings established throughout the project with the trade unions and contractors to help coordinate manpower and settle disputes.
  - Dispute resolution procedures are put into place addressing contractual and jurisdictional disputes.
  - Ensures a timely completion of the project with no work stoppages.
  - Levels the playing field for potential bidders.
  - Prevailing wage laws are applied to wage rates and fringe benefits.
- **History of the Project Labor Agreement** – Project Labor Agreements (PLAs) have a long history of use in the construction industry dating back before World War II. PLAs have been used on federal construction projects since the 1930s. Some examples include the Grand Coulee Dam 1937-1938, Kennedy Space Center and Nuclear missile sites.

In February of 1993, President Clinton signed Executive Order 12836, which revoked Executive Order 12818 issued in October of 1992 by President Bush that prohibited the use of PLAs on federal construction contracts. In June of 1997, President Clinton issued a presidential memorandum for the Heads of Executive Departments and Agencies expressing his support for the use of PLAs and encouraging their use within the federal government. President Clinton asked department heads to consider their use on a project-by-project basis for use on large scale projects where cost savings, efficiency and quality could be advanced.

On February 6, 2009, President Obama signed Executive Order 13502 allowing the use of PLAs by Executive Agencies on projects where federal funds will be obligated in excess of \$25 million. This order revokes Executive Orders 13202 and 13208, signed by President George W. Bush in 2001, and which prohibited the use of PLAs on federally-funded construction projects. President Obama's Executive Order lists the same advantages and the same requirements for a PLA that IDOT has recognized and required for many years. Importantly, the use of PLAs is not precluded for projects receiving federal financial assistance. Illinois received the first PLA granted on a federal-aid project under the Obama administration. (See Attachments A-E for complete text of Executive Orders referenced herein.)

- **History of the Project Labor Agreement in Illinois** – Project Labor Agreements have been used on a limited basis since 1992. The first agreement was implemented on the Supermax Prison project in Joliet, Illinois. The agreement was negotiated by the Building & Construction Trades Council, the Builder's Association and the Capital Development Board (state of Illinois). The agreements have been used on a project-by-project basis when they meet the criteria for their use.

In May of 2003, the Governor issued an executive order on Project Labor Agreements. The executive order allows a state department, agency, authority, board or instrumentality, which is under the control of the Governor, to include a PLA on a public works project where said department, agency, authority, board or instrumentality has determined that such agreement advances the state's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability or the state's policy to advance minority- and female-owned businesses and minority and female employment.

After months of experience with Executive Order 2003-13, it became apparent that a statewide PLA committee needed to be established to provide better communication and efficiency between the state of Illinois and Labor. As a result, beginning February 25, 2005 an Illinois AFL-CIO Statewide Project Labor Agreement Committee was created.

- **Criteria for Use of a Project Labor Agreement**

- project size
- complexity
- length of project
- disruption to the public
- impact on quality of life
- availability of skilled workforce
- history of workforce harmony
- cost savings from use of a PLA
- geographical area (benefit to the state for keeping payrolls within the state)
- request by Using Agencies
- other factors as determined by the department

- **Strategy for Use of Project Labor Agreements**

- Continue to meet with the 21 Building and Construction Trades Councils promoting the use of PLAs on projects that meet the criteria for their use.
- Meet with AFL-CIO and other labor organizations at their quarterly meetings.
- Meet with other Using Agencies including the Capital Development Board to share language and discuss the benefits of PLAs.

## **ILLINOIS AFL-CIO BUILDING & CONSTRUCTION TRADES STATEWIDE PROJECT LABOR AGREEMENT COMMITTEE**

On May 7, 2003 Executive Order 2003-13 was signed allowing the use of Project Labor Agreements on a project-by-project basis for a state department, an agency, an authority, a board or instrumentality, which is under the control of the Governor. The Governor ordered that Project Labor Agreements should be utilized on a public works project where said department, agency, authority, board or instrumentality had determined that such agreement advances the state's interests.

After months of experience with Executive Order 2003-13, it became apparent that a statewide PLA committee needed to be established to provide better communication and efficiency between the state of Illinois and Labor.

As a result, beginning February 25, 2005 an Illinois AFL-CIO Statewide Project Labor Agreement Committee was created. The PLA committee members will:

- Meet as determined by the Illinois AFL-CIO. The meeting will be chaired by an officer (or their designee) of the Illinois AFL-CIO.
- Be comprised of one authorized representative from each craft from the Illinois Building and Construction Trades.
- Seek input from and work in concert with the twenty-one (21) Illinois Building and Construction Trades councils.
- Will have full authority and responsibility to attend statewide PLA committee meetings and to negotiate PLAs with the state of Illinois; to sign PLAs with the state of Illinois; and, to have decision-making capabilities on any and all matters which may arise regarding Executive Order 2003-13 on behalf of their respective craft.
- Promulgate PLA committee procedures and rules as necessary in order to conduct business in an efficient and respectful manner and to bring a unified bargaining team to the PLA negotiating process.



2003-13  
**EXECUTIVE ORDER ON PROJECT LABOR AGREEMENTS**

IN THE OFFICE OF  
SECRETARY OF STATE

WHEREAS, the State of Illinois has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost; and

WHEREAS, a project labor agreement, which is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project, can ensure the highest standards of quality and efficiency at the lowest responsible cost on appropriate public works projects; and

WHEREAS, the State of Illinois has a compelling interest that a highly skilled workforce be employed on public works projects to ensure lower costs over the lifetime of the completed project for building, repairs and maintenance; and

WHEREAS, project labor agreements provide the State of Illinois with a guarantee that public works projects will be completed with highly skilled workers; and

WHEREAS, project labor agreements provide for peaceful, orderly and mutually binding procedures for resolving labor issues without labor disruption, which has historically resulted in significant lost-time on construction projects; and

WHEREAS, project labor agreements allow public agencies to predict more accurately the actual cost of the public works project; and

WHEREAS, the use of project labor agreements can be of specific benefit to complex construction projects;

THEREFORE, I hereby order the following:

1. On a project-by-project basis, a state department, agency, authority, board or instrumentality, which is under the control of the Governor, shall include a project labor agreement on a public works project where said department, agency, authority, board

or instrumentality has determined that such agreement advances the state's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability or the state's policy to advance minority- and women-owned businesses and minority and female employment.

2. Where it has been determined that a project labor agreement is appropriate for a particular public works project, the state department, agency, authority, board or instrumentality responsible for implementing the project shall in good faith negotiate a project labor agreement with labor organizations engaged in the construction industry. In the event that the state department, agency, authority, board or instrumentality and the labor organizations engaged in the construction industry ("the parties") cannot agree to the terms of the project labor agreement, the Governor shall appoint a designee to assist the parties in reaching an agreement.

3. Pursuant to this Order, any project labor agreement:

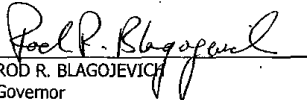
- a) shall set forth effective, immediate and mutually binding procedures for resolving jurisdictional labor disputes and grievances arising before the completion of work;
- b) shall contain guarantees against strikes, lockouts, or similar actions;
- c) shall ensure a reliable source of skilled and experienced labor;
- d) shall further public policy objectives as to improved employment opportunities for minorities and women in the construction industry to the extent permitted by state and federal law;
- e) shall permit the selection of the lowest qualified responsible bidder, without regard to union or non-union status at other construction sites;
- f) shall be made binding on all contractors and subcontractors on the public works project through the inclusion of appropriate bid specifications in all relevant bid documents; and
- g) shall include such other terms as the parties deem appropriate.

4. Any decision to use a project labor agreement in connection with a public works project by a state department, agency, authority, board or instrumentality shall be supported by a written, publicly disclosed finding by such department, agency, authority, board or instrumentality setting forth the justification for use of the project labor agreement.
5. All state departments, agencies, authorities, boards and instrumentalities are hereby ordered to ensure that all public works projects are implemented in a manner consistent

**FILED**  
INDEX DEPARTMENT  
MAY 07 2003  
IN THE OFFICE OF  
SECRETARY OF STATE

with the terms of this Order and are in full compliance with all statutes, regulations and Executive Orders.

6. Nothing in this Executive Order shall be construed to contravene any state or federal law or to jeopardize the state's entitlement to federal funding. If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order that can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.
7. This Order shall be in full force and effect upon its filing with the Secretary of State.

  
ROD R. BLAGOJEVICH  
Governor

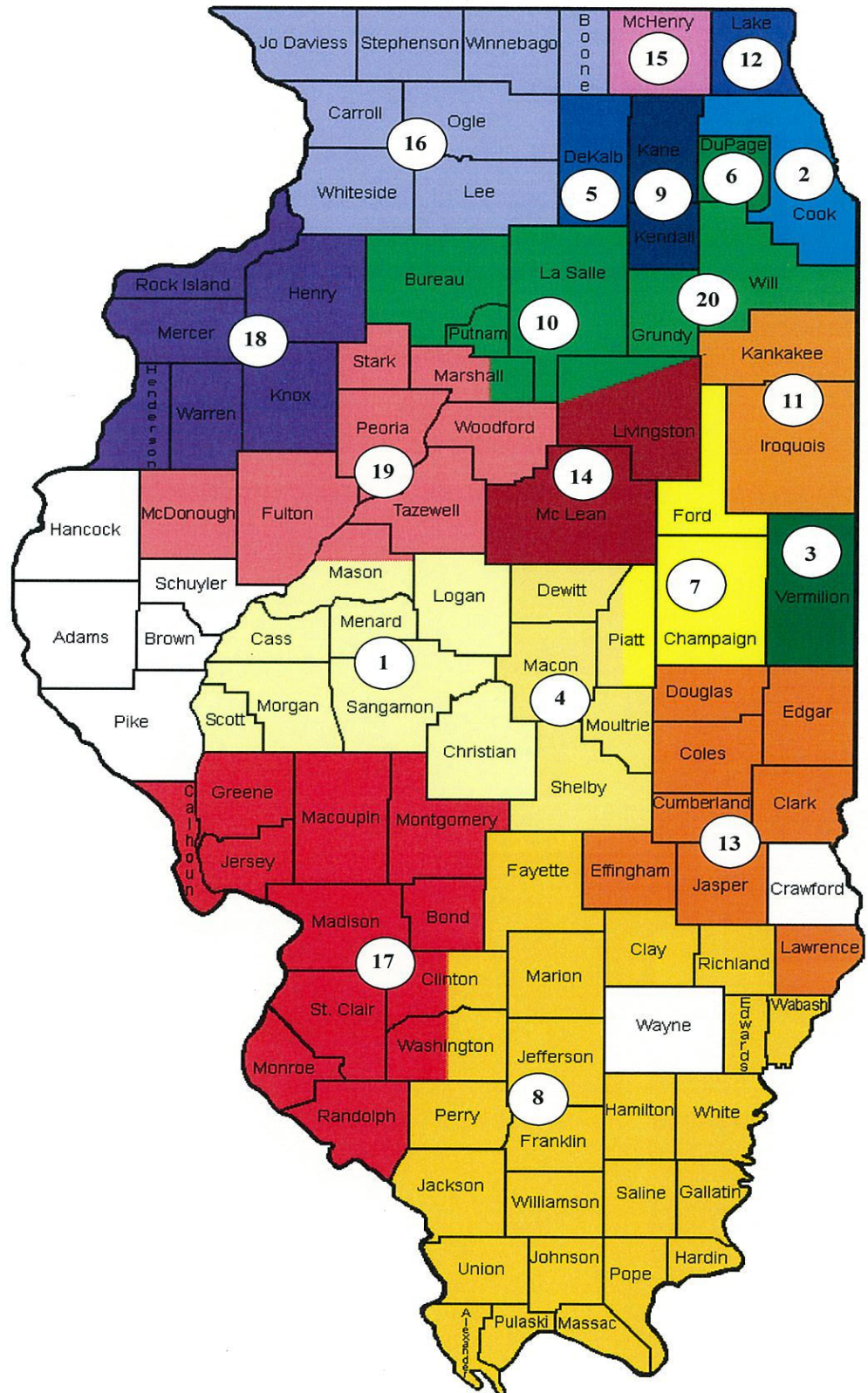
Issued by the Governor: May 2, 2003  
Filed with the Secretary of State: May 7, 2003

**FILED**  
INDEX DEPARTMENT  
MAY 07 2003  
IN THE OFFICE OF  
SECRETARY OF STATE



# Illinois AFL-CIO Building Trades Council Jurisdictions

1. Central Illinois Building Trades  
Alan Lauher, President – 217.529.6976
2. Chicago-Cook Building Trades  
Tom Villanova, President – 312.372.2049
3. Danville Building Trades  
Donnie Ritter, President – 217.446.3300
4. Decatur Building Trades  
Jay Dunn, President – 217.877.4604
5. DeKalb Building Trades  
Matt Swanson, President – 847.593.3500
6. DuPage Building Trades  
Michael Derrico, President – 630.941.9458
7. East Central Illinois Building Trades  
Daniel McCall, President – 217.356.0419
8. Egyptian Building Trades  
Dennis Peterson, President – 618.932.2102
9. Fox Valley Building Trades  
Scott Roscoe, President – 630.978.4501
10. Illinois Valley Building Trades  
Steve Conrad, President – 815.363.6933
11. Kankakee Building Trades  
Steve Magruder, President – 815.935.5533
12. Lake County Building & Construction Trades  
Lynn Karner, President – 815.759.5900
13. Lincoln Land Building Trades  
Larry Swope, President – 217.359.5201
14. Livingston & McLean Building Trades  
Richard Veitengrub, President – 309.827.4868
15. McHenry Building Trades  
Tom McTavish, President – 847.854.7200
16. Northwestern Illinois Building Trades  
Brad Long, President – 815.263.2865
17. Southwest Illinois Building Trades  
Dale Stewart, President – 618.344.6050
18. Tri-City Building Trades  
John Churuvia, President – 309.787.0695
19. West Central Building Trades  
Mike Everett, President – 309.673.3691
20. Will & Grundy Building Trades  
Thomas White, President – 815.729.1002



1/21/2009

## ILLINOIS DEPARTMENT OF TRANSPORTATION PROJECT LABOR AGREEMENTS

Project Labor Agreements are essential in promoting efficiency of construction operations and providing for peaceful settlement of all labor disputes without strikes or lockouts. This helps to ensure that state and federal construction projects are completed in a timely and economical manner. In order to accomplish this objective, all contractors are bound by the terms of the Collective Bargaining Agreements and amendments to the local trade council. This prevents conflicts from occurring between union and non-union firms.

All state and federal projects are selected and approved on a case-by-case basis in order to promote the aforementioned objectives.

We have found the agreements to be beneficial to all parties involved in the construction process. Contractors are assured high-quality craft persons without strikes or work stoppages. Unions are guaranteed the contractor will employ their members and all jurisdictional disputes will be settled at monthly meetings.

The state of Illinois is guaranteed the employment of Illinois labor. We are also assured that there will be no work stoppages or strikes throughout the duration of the project. The agreement has worked exceptionally well throughout the state, by allowing the labor and contractors to interact together to assure a timely completion of our projects.

A total of 217 Project Labor Agreements have been initiated by IDOT throughout the state, for a total cost of over \$273.4 M (see details on pages 22-58).

<b>Year</b>	<b># of Projects Using PLAs</b>	<b>Total Cost</b>
2004	26	\$ 34,380,326.99
2005	22	\$ 34,208,959.78
2006	6	\$ 10,396,332.48
2007	25	\$ 25,500,959.59
2008	59	\$ 50,097,459.29
2009	74	\$118,874,880.57

**SPECIAL PROVISION  
FOR  
PROJECT LABOR AGREEMENT**  
Illinois Department of Transportation  
(Created 05/18/07; Revised 09/15/09)

This Project Labor Agreement ("PLA") is entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract No. \_\_\_\_ (hereinafter, the "Project").

**ARTICLE 1 - INTENT AND PURPOSES**

- 1.1. This PLA is entered into in furtherance of Illinois Executive Order No. 2003-13. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.
- 1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a "Contractor Letter of Assent," in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the state on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.
- 1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

- 1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agree to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.

- 1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

## **ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS**

- 2.1 The term Construction Work as used herein shall include all “construction, prosecution, completion, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognize the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the jobsite will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable workforce, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.
- 2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the jobsite. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the jobsite is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the jobsite is free of alcohol and drugs.

- 2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, Union activity, age, or gender as required by all applicable federal, state, and local laws.
- 2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential Union affiliation of such employees or of other employees on the Project.

### **ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30-day period and estimated numbers of employees by craft required for the next 30-day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.
- 3.4 Not later than the earlier of (a) five (5) business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a "Permanent Arbitrator") for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Jack P. Cerone, Thomas F. Gibbons, Thomas G. Pagan, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate. A single Permanent Arbitrator shall be selected from the slate of three (3) on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.



#### **ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the jobsite by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project jobsite during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

## **ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES**

- 5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.
- 5.2 Grievances shall be settled according to the following procedure:
- 5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the jobsite.
- 5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the jobsite cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.
- 5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.
- 5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.
- 5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

## **ARTICLE VI - JURISDICTIONAL DISPUTES**

- 6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.



6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of Permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this Project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator; however, the cost of the "long form" written decision will be the responsibility of the party making the request.

Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
  - If any party to the jurisdictional disputes does not fully comply with the steps and time limits within each step, then the party in non-compliance will lose by "automatic default."
  - Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
  - All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (d) In rendering his decision, the Arbitrator shall determine:
- (1) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.

- (2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, the Arbitrator shall then consider whether there is a previous decision of record governing the case.
- (3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering a decision except under the following circumstances: After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering a decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.
- (4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality.
- (5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for the decision and shall explain the findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

- (6) Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.
- (7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work; nor, may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.

- 6.4 Equipment or material delivered to the jobsite will be unloaded promptly without regard to jurisdictional disputes, which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.
- 6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

## **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard work day shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.
- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) sixty (60) days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated Union or Unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.
- 7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:

- 7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the Arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required.

Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.8 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

- 7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### **ARTICLE VIII – MISCELLANEOUS**

- 8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

[The Balance of This Page Intentionally Left Blank]

## Execution Page

### *Illinois Department of Transportation*

---

Christine M. Reed, P.E., Director of Highways

---

Ann Schneider, Director Finance & Administration

---

Ellen Schanzle-Haskins, Chief Counsel

---

Gary Hannig, Secretary

---

(Date)

### *Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the local unions listed below:*

---

(Date)

**List Union Locals:**

**\*\* RETURN WITH BID \*\***

**Exhibit A – Contractor Letter of Assent**

\_\_\_\_\_  
(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. \_\_\_\_\_], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

\_\_\_\_\_  
(Authorized Company Officer)

\_\_\_\_\_  
(Company)

**\*\* RETURN WITH BID \*\***

## Project Labor Agreement Status Report

Letting Date 2-6-04

<http://www.dot.il.gov/desenv/020604/020604letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
96765	IL 157	Madison	\$12,490,387.53	17	Mary Lamie	03/18/04	04/30/07	Complete
64649	Milan Beltway	Rock Island	\$16,051,384.88	18	George Ryan	03/15/04	04/12/06	Complete



## Project Labor Agreement Status Report

Letting Date 4-23-04

<http://www.dot.il.gov/desenv/042304/042304letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
72870	IL 9	Hancock	\$154,515.49	19	Roger Driskell	06/21/04	07/12/04	Complete
72871	IL 106	Pike	\$127,201.83	19	Roger Driskell	06/14/04	06/30/04	Complete
98861	IL 142	Saline-Gallatin	\$224,900.00	8	Mary Lamie	07/06/04	07/27/04	Complete
70408	I-57	Champaign	\$156,068.00	7	Joseph Crowe	06/25/04	07/02/04	Complete
70410	I-57	Douglas	\$ 59,879.60	13	Joseph Crowe	07/06/04	07/08/04	Complete
64962	US 150	Henry	\$ 94,774.55	18	George Ryan	07/12/04	07/19/04	Complete
74015	I-57 & I-70	Effingham, Fayette, Clay	\$216,159.19	8, 13	Roger Driskell	07/06/04	07/22/04	Complete
94973	US 51	Marion	\$326,808.76	8	Roger Driskell	06/22/04	07/28/04	Complete
70409	I-74	Dewitt-Piatt	\$ 77,436.00	4	Joseph Crowe	06/21/04	06/24/04	Complete
74016	I-57 & I-64	Jefferson	\$141,711.30	8	Roger Driskell	06/21/04	07/02/04	Complete

## Project Labor Agreement Status Report

Letting Date 7-30-04

<http://www.dot.il.gov/desenv/073004/073004letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68387	IL 29	Marshall Peoria	\$791,512.58	19	Joseph Crowe	09/27/04	12/27/04	Complete
68388	US 34	Warren	\$276,709.31	18	Joseph Crowe	09/23/04	10/19/04	Complete
66453	IL 18 (EB)	LaSalle	\$135,496.53	10	George Ryan	10/04/04	12/28/04	Complete
68407	IL 61	McDonough	\$221,715.11	19	Joseph Crowe	10/11/04	06/14/05	Complete
76755	US 50	Clinton	\$205,610.51	8, 17	Mary Lamie	10/13/04	01/25/05	Complete
68256	US 34	Warren	\$175,625.11	18	Joseph Crowe	09/30/04	10/22/04	Complete
72917	I-172 Columbus Road	Adams	\$236,097.97	19	Roger Driskell	09/20/04	10/15/04	Complete

# Project Labor Agreement Status Report

Letting Date 9-17-04

<http://www.dot.il.gov/desenv/091704/091704letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
72922	US 136	Hancock	\$208,541.48	19	Roger Driskell	04/20/05	05/19/05	Complete
72925	Nokomis Blacktop	Montgomery	\$327,154.66	17	Roger Driskell	11/10/04	12/17/04	Complete
64416	IL 64	Ogle	\$383,028.34	16	George Ryan	04/12/05	08/05/05	Complete
64A29	IL 136	Whiteside	\$109,147.75	16	George Ryan	06/13/05	06/30/05	Complete
64A30	IL 84	Rock Island Whiteside	\$ 39,163.45	16, 18	George Ryan	05/16/05	05/24/05	Complete

Project Labor Agreement Status Report

Letting Date 11-5-04

<http://www.dot.il.gov/desenv/110504/110504letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
66509	I-39 (SB)	McLean	\$ 59,939.39	14	George Ryan	04/18/05	05/26/05	Complete
64417	IL 64	Ogle	\$1,089,357.67	16	George Ryan	03/30/05	11/22/05	Complete

Project Labor Agreement Status Report

Letting Date 1-21-05

<http://www.dot.il.gov/desenv/012105/012105letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68266	IL 41	McDonough	\$693,591.47	19	Joseph Crowe	06/17/05	11/04/05	Complete
76856	Various	St. Clair	\$212,900.00	17	Mary Lamie	05/01/05	04/14/08	Complete

Project Labor Agreement Status Report

Letting Date 3-11-05

<http://www.dot.il.gov/desenv/031105/031105letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76301	IL 162	Madison	\$6,210,191.69	17	Mary Lamie	11/18/05	09/12/09	Complete

# Project Labor Agreement Status Report

Letting Date 4-15-05

<http://www.dot.il.gov/desenv/041505/041505letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64647	IL 5	Rock Island	\$14,281,384.24	18	George Ryan	05/31/05	10/17/08	Complete
64775	US 34	Henry Bureau	\$ 1,279,617.36	10, 18	George Ryan	06/06/05	11/14/05	Complete
66131	IL 50	Kankakee	\$ 331,895.94	11	George Ryan	08/15/05	11/29/05	Complete

Project Labor Agreement Status Report

Letting Date 4-29-05

<http://www.dot.il.gov/desenv/042905/042905letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64A71	27 <sup>th</sup> Street	Rock Island	\$317,897.05	18	George Ryan	06/20/05	08/01/05	Complete



## Project Labor Agreement Status Report

Letting Date 6-17-05

<http://www.dot.il.gov/desenv/061705/061705letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76900	Various	Various	\$ 487,235.00	8, 17	Mary Lamie	09/02/05	06/07/06	Complete
76901	Various	Various	\$ 499,854.24	8, 17	Mary Lamie	09/07/05	06/30/06	Complete
66338	US 45	Iroquois	\$ 308,934.10	11	George Ryan	09/12/05	11/22/05	Complete
66493	Old Old US 66	Grundy Livingston	\$ 119,689.34	14, 20	George Ryan	08/30/05	09/20/05	Complete
74070	Various	Various	\$ 970,166.16	8	Roger Driskell	08/04/05	10/14/05	Complete
64421	Moline Road	Whiteside	\$ 899,350.07	16	George Ryan	04/03/06	08/15/06	Complete
66548	IL 178	LaSalle	\$ 547,515.50	10	George Ryan	08/09/05	10/27/05	Complete
64A86	I-39	Winnebago	\$ 391,440.23	16	George Ryan	10/17/05	12/15/05	Complete
64A88	IL 251 & Forest Hills Road	Winnebago	\$1,087,718.17	16	George Ryan	08/22/05	11/05/05	Complete
68441	US 34	Knox Warren	\$ 426,923.91	18	Joseph Crowe	08/08/05	09/15/05	Complete
72897	IL 57	Adams	\$3,634,076.24	19	Roger Driskell	09/11/05	08/28/06	Complete

## Project Labor Agreement Status Report

Letting Date 8-5-05

<http://www.dot.il.gov/desenv/080505/080505letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68447	IL 61	McDonough	\$465,765.43	19	Joseph Crowe	09/29/05	01/04/06	Complete
64B02	IL 89 & US 6	Bureau	\$235,691.91	10	George Ryan	10/20/05	12/12/05	Complete
64A65	I-74	Rock Island	\$197,780.20	18	George Ryan	08/20/05	10/13/05	Complete

Project Labor Agreement Status Report

Letting Date 11-18-05

<http://www.dot.il.gov/desenv/111805/111805letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
72996	Weinberg King State Park	Schuyler	\$609,341.53	19	Roger Driskell	04/07/06	09/11/06	Complete

Project Labor Agreement Status Report

Letting Date 4-28-06

<http://www.dot.il.gov/desenv/042806/042806letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
84986	IL 5	Rock Island	\$6,763,172.84	18	George Ryan	07/13/06	03/21/09	Complete

## Project Labor Agreement Status Report

Letting Date 6-16-06

<http://www.dot.il.gov/desenv/061606/061606letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68267	SBI 174 (Allen Rd)	Peoria	\$1,056,393.82	19	Joseph Crowe	08/15/06	01/16/07	Complete
64B16	IL 92 (Centennial Exp)	Rock Island	\$1,393,814.35	18	George Ryan	09/22/06	08/03/07	Complete
64C15	IL 5 (Blackhawk Rd)	Rock Island	\$ 568,848.57	18	George Ryan	09/05/06	11/07/06	Complete

Project Labor Agreement Status Report

Letting Date 9-22-06

<http://www.dot.il.gov/desenv/092206/092206letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64C67	IL 40 & IL 82	Whiteside Henry	\$191,910.45	16, 18	George Ryan	04/23/07	05/10/07	Complete

Project Labor Agreement Status Report

Letting Date 11-17-06

<http://www.dot.il.gov/desenv/111706/111706letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64897	US 52 & IL 64	Carroll	\$422,192.45	16	George Ryan	04/16/07	06/20/07	Complete

## Project Labor Agreement Status Report

Letting Date 1-19-07

<http://www.dot.il.gov/desenv/011907/011907letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64C50	US 20	Stephenson	\$ 220,526.82	16	George Ryan	05/07/07	05/29/07	Complete
64C55	US 20 & IL 84	JoDaviess	\$ 244,326.09	16	George Ryan	05/30/07	09/25/07	Complete
70565	I-72	Piatt	\$ 288,588.13	4, 7	Joseph Crowe	04/16/07	04/23/07	Complete
64606	I-280	Rock Island	\$1,884,250.00	18	George Ryan	04/16/07	11/10/07	Complete
70567	I-57 & I-74	Champaign Douglas Vermillion	\$ 452,811.00	7, 13, 3	Joseph Crowe	04/30/07	05/30/07	Complete



Project Labor Agreement Status Report

Letting Date 3-9-07

<http://www.dot.il.gov/desenv/030907/030907letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64C83	I-39	Ogle Winnebago	\$2,064,036.17	16	George Ryan	06/21/07	06/02/08	Complete

## Project Labor Agreement Status Report

Letting Date 6-15-07

<http://www.dot.il.gov/desenv/061507/061507letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
74160	US 45	Effingham Clay	\$1,428,559.61	13, 8	Roger Driskell	08/02/07	09/26/07	Complete
76A96	IL 143	Madison Bond	\$2,797,061.54	17	Mary Lamie	08/07/07	02/06/08	Complete
76B08	I-270	Madison	\$ 943,904.54	17	Mary Lamie	08/15/07	10/20/07	Complete
72825	IL-10	Logan	\$2,195,783.62	1	Roger Driskell	09/06/07	11/30/07	Complete
64D32	IL-75	Winnebago	\$ 684,871.89	16	George Ryan	09/04/07	10/30/07	Complete
64D08	27 <sup>th</sup> Street	Rock Island	\$ 232,309.20	18	George Ryan	09/04/07	10/21/07	Complete
64D33	I-39	Lee	\$ 421,050.16	16	George Ryan	08/06/07	08/28/07	Complete
68351	Bus 24/IL 8	Tazewell	\$2,235,466.11	19	Joseph Crowe	08/11/07	05/29/08	Complete

# Project Labor Agreement Status Report

Letting Date 8-3-07

<http://www.dot.il.gov/desenv/080307/080307letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76A38	I-64	Washington	\$2,287,697.10	17, 8	Mary Lamie	10/06/07	12/05/07	Complete
64D35	US 20	JoDaviess	\$ 710,725.34	16	George Ryan	09/17/07	11/09/07	Complete
64D36	US 150	Henry	\$ 490,560.35	18	George Ryan	10/08/07	11/14/07	Complete
64C40	IL-92	Henry	\$ 215,289.00	18	George Ryan	10/01/07	10/16/07	Complete

## Project Labor Agreement Status Report

Letting Date 9-21-07

<http://www.dot.il.gov/desenv/092107/092107letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64D37	US 30	Lee	\$454,326.75	16	George Ryan	04/30/08	06/10/08	Complete
76B28	Various	Madison St. Clair	\$292,703.00	17	Mary Lamie	11/26/07	08/18/08	Complete
68367	I-74	Peoria	\$835,830.15	19	Joseph Crowe	10/31/07		Active

# Project Labor Agreement Status Report

Letting Date 11-16-07

<http://www.dot.il.gov/desenv/111607/111607letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
72B08	Shipman Blacktop	Macoupin	\$ 257,440.48	17	Roger Driskell	05/14/08	06/14/08	Complete
76B07	IL 3	Randolph	\$2,130,881.73	17	Mary Lamie	03/12/08	11/25/08	Complete
64D31	US 30	Whiteside	\$1,570,375.81	16	George Ryan	05/01/08	09/23/08	Complete
64D61	IL 5	Rock Island	\$ 161,585.00	18	George Ryan	05/06/08	05/16/08	Complete

## Project Labor Agreement Status Report

Letting Date 1-18-08

<http://www.dot.il.gov/desenv/011808/011808letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76387	Old IL 3	Monroe	\$439,845.80	17	Mary Lamie	05/16/08	04/22/09	Complete
68720	Various	Various	\$142,693.57	18, 19	Joseph Crowe	05/19/08	02/02/09	Complete
76B19	IL 127	Washington	\$865,885.05	8, 17	Mary Lamie	05/01/08	06/20/08	Complete
68760	IL 61	McDonough	\$421,214.35	19	Joseph Crowe	03/26/08	08/28/08	Complete
68539	I-155	Tazewell	\$249,693.79	19	Joseph Crowe	05/01/08	05/20/08	Complete
68744	IL 95	McDonough	\$331,532.63	19	Joseph Crowe	04/03/08	10/15/08	Complete
68721	Various	Various	\$195,064.53	8, 17	Joseph Crowe	05/19/08	08/15/08	Complete
68764	I-74	Peoria	\$792,310.75	19	Joseph Crowe	03/14/08		Active
74276	US 40	Fayette	\$367,125.94	8	Roger Driskell	04/07/08	07/24/08	Complete

## Project Labor Agreement Status Report

Letting Date 3-7-08

<http://www.dot.il.gov/desenv/030708/030708letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76B33	IL 161	Marion	\$1,506,156.14	8	Mary Lamie	06/09/08	09/17/08	Complete
76A86	Oakdale/Dubois	Washington	\$ 553,663.45	8, 17	Mary Lamie	06/20/08	07/10/08	Complete
76B20	US 67	Jersey	\$ 366,026.37	17	Mary Lamie	06/09/08	09/03/08	Complete
64D44	FR 527/130	Rock Island	\$ 329,499.90	18	George Ryan	05/05/08	07/16/08	Complete
64D58	US 52/IL 64	Carroll IL Jackson, IA	\$2,875,123.00	16	George Ryan	06/30/08		Active
68776	IL 9	Tazewell	\$ 149,703.40	19	Joseph Crowe	05/02/08	09/16/08	Complete
44983	Mississippi Palisades Upper Road	Carroll	\$ 599,856.51	16	George Ryan	05/02/08	07/29/08	Complete
68217	Wheeler Road	Peoria	\$ 375,127.33	19	Joseph Crowe	05/12/08	12/09/08	Complete
64D64	Atkinson Road	Henry	\$ 140,887.48	18	George Ryan	05/12/08	05/23/08	Complete
64D88	Various	Various	\$ 344,000.00	16	George Ryan	07/11/08	09/06/08	Complete

## Project Labor Agreement Status Report

Letting Date 4-25-08

<http://www.dot.il.gov/desenv/042508/042508letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
74271	Various	Various	\$ 109,561.91	4, 13	Roger Driskell	10/13/08	05/11/09	Complete
72B57	IL 104	Pike	\$ 311,450.00	19	Roger Driskell	07/21/08	08/20/08	Complete
76B14	IL 158	St. Clair	\$1,644,845.39	17	Mary Lamie	07/07/08	12/23/08	Complete
72B75	Dirksen Parkway	Sangamon	\$ 287,316.33	1	Roger Driskell	07/15/08	11/15/08	Complete
68780	US 150	Knox	\$ 469,249.63	18	Joseph Crowe	07/14/08	10/24/08	Complete
68774	IL 164	Henderson	\$ 358,666.15	18	Joseph Crowe	07/21/08	05/05/09	Complete
64D74	US 20	Winnebago	\$ 433,155.00	16	George Ryan	07/14/08	11/06/08	Complete
68779	IL 9 & US 67	McDonough	\$ 167,464.33	19	Joseph Crowe	06/18/08	10/15/08	Complete
68782	US 24	Fulton	\$ 336,691.24	19	Joseph Crowe	08/27/08	11/20/08	Complete
74264	Old US 40 & IL 130	Clark Cumberland	\$ 540,053.18	13	Roger Driskell	06/18/08	07/24/08	Complete
68771	US 34	Henderson	\$ 177,203.38	18	Joseph Crowe	07/21/08	10/03/08	Complete
64A77	IL 82	Henry	\$ 477,597.64	18	George Ryan	07/28/08	07/18/09	Complete
66813	I-80	Bureau	\$ 394,477.25	10	George Ryan	07/23/08	08/08/08	Complete



## Project Labor Agreement Status Report

Letting Date 6-13-08

<http://www.dot.il.gov/desenv/061308/061308letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68705	I-39	Woodford	\$ 330,782.64	19	Joseph Crowe	09/02/08	10/16/08	Complete
72B97	I-172	Adams	\$ 328,282.17	19	Roger Driskell	08/04/08	08/13/08	Complete
68745	IL 98	Tazewell	\$ 717,949.00	19	Joseph Crowe	08/25/08	11/05/08	Complete
68711	I-74	Tazewell	\$ 423,836.00	19	Joseph Crowe	08/09/08	10/10/08	Complete
66778	I-80	Bureau	\$ 634,122.71	10	George Ryan	08/18/08	10/23/08	Complete
64E05	Alpine Road	Winnebago	\$ 989,230.10	16	George Ryan	09/02/08	10/19/08	Complete
64D94	I-74/I-280	Rock Island	\$ 395,668.75	18	George Ryan	09/15/08	06/20/09	Complete
76A90	I-270	Madison	\$8,378,624.05	17	Mary Lamie	08/17/08		Active
76B46	I-64	Clinton St. Clair	\$ 315,365.43	8, 17	Mary Lamie	08/21/08	10/03/08	Complete
72968	Unmarked	Brown	\$ 727,736.51	19	Roger Driskell	N/A	No Info.	
94984	IL 1	Wabash	\$2,354,523.39	8	Roger Driskell	08/14/08	06/25/09	Complete
76530	IL 15	Washington	\$2,429,274.49	8, 17	Mary Lamie	08/18/08	12/01/08	Complete
76B38	IL 154	Randolph	\$3,631,709.84	17	Mary Lamie	08/12/08	08/27/09	Complete
68783	IL 71 & 17	Putman Stark	\$ 618,243.77	10, 19	Joseph Crowe	09/02/08	11/17/08	Complete

## Project Labor Agreement Status Report

Letting Date 8-1-08

<http://www.dot.il.gov/desenv/080108/080108letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64E20	IL 5	Rock Island	\$ 418,416.30	18	George Ryan	09/29/08	10/11/08	Complete
72C13	US 24	Adams	\$ 293,063.64	19	Roger Driskell	10/22/08	11/20/08	Complete
72C14	IL 94	Hancock	\$ 435,734.95	18	Roger Driskell	10/20/08	11/20/08	Complete
64E23	I-74	Rock Island	\$ 386,928.00	18	George Ryan	10/06/08	10/27/08	Complete
64D34	I-80	Rock Island	\$1,342,597.80	18	George Ryan	10/13/08	04/22/09	Complete
76C22	I-255	Madison	\$1,385,879.54	17	Mary Lamie	09/29/08	06/15/09	Complete
74057	IL 140	Fayette	\$2,233,148.93	8	Roger Driskell	09/24/08	08/14/09	Complete
78040	I-57	Alexander	\$1,432,639.00	8	Mary Lamie	10/12/08	07/28/09	Complete

# Project Labor Agreement Status Report

Letting Date 9-19-08

<http://www.dot.il.gov/desenv/091908/091908letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64E56	US 20	JoDaviess	\$ 170,221.75	16	George Ryan	11/03/08	11/25/08	Complete
68012	Various	Various	\$1,644,761.00	18, 19	Joseph Crowe	11/18/08		Active
76C12	Various	Various	\$ 482,457.15	8, 17	Mary Lamie	04/24/09	07/04/09	Complete

Project Labor Agreement Status Report

Letting Date 11-7-08

<http://www.dot.il.gov/desenv/110708/110708letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76B93	Eldred/ Hillview Rd	Greene	\$192,480.96	17	Mary Lamie	05/04/09	07/25/09	Complete
76C18	I-57	Marion	\$650,640.00	8	Mary Lamie	12/30/08	07/31/09	Complete

## Project Labor Agreement Status Report

Letting Date 1-16-09

<http://www.dot.il.gov/desenv/011609/011609letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68832	Various	Various	\$ 219,915.42	18, 19	Joseph Crowe	03/07/09	07/13/09	Complete
68834	Various	Various	\$ 237,264.07	18, 19	Joseph Crowe	04/30/09	07/29/09	Complete
76B92	New Douglas Rd	Madison	\$ 131,810.67	17	Mary Lamie	03/27/09	04/27/09	Complete
76391	IL 140/127	Bond	\$1,364,532.08	17	Mary Lamie	03/16/09		Active
76B95	Marine/St. Jacob Road	Madison	\$ 337,038.92	17	Mary Lamie	05/04/09	06/10/09	Complete
68848	IL 94 & IL 116	Henderson	\$ 99,856.42	18	Joseph Crowe	03/05/09	06/30/09	Complete
68850	US 67	McDonough	\$ 337,259.69	19	Joseph Crowe	03/05/09	08/01/09	Complete
68849	US 34	Henderson	\$ 489,013.80	18	Joseph Crowe	02/27/09	08/01/09	Complete
64E35	IL 40	Whiteside	\$ 322,250.39	16	George Ryan	03/27/09	05/23/09	Complete

## Project Labor Agreement Status Report

Letting Date 3-6-09

<http://www.dot.il.gov/desenv/030609/030609letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76C26	US 40	Bond	\$ 179,244.56	17	Marie Lamie	05/04/09	05/27/09	Complete
76C24	IL 4	Madison	\$1,116,474.39	17	Mary Lamie	04/15/09	07/29/09	Complete
76B89	IL 111/140	Madison	\$ 530,319.91	17	Mary Lamie	05/18/09		Active
68842	IL 100	Fulton	\$ 248,613.65	19	Joseph Crowe	04/16/09	05/28/09	Complete
64E74	IL 81	Henry	\$ 226,216.00	18	George Ryan	06/22/09		Active
68855	IL 97	Knox	\$ 345,742.91	18	Joseph Crowe	06/24/09	08/29/09	Complete
64E73	IL 26	Stephenson	\$ 310,857.71	16	George Ryan	06/29/09		Active
68845	Various	McDonough Henderson	\$ 375,148.42	18, 19	Joseph Crowe	06/03/09	08/10/09	Complete

## Project Labor Agreement Status Report

Letting Date 4-24-09

<http://www.dot.il.gov/desenv/042409/042409letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
64E39	Harrison Rd	Winnebago	\$124,374.01	16	George Ryan	06/10/09	07/09/09	Complete
64E96	I-39	Winnebago	\$149,055.90	16	George Ryan	N/A		
68841	US 34	Warren Knox	\$547,090.80	18	Joseph Crowe	06/22/09	07/22/09	Complete
76C35	IL 160	Madison	\$884,392.93	17	Mary Lamie	08/17/09		Active
64D62	IL 251	Ogle	\$177,649.12	16	George Ryan	08/03/09		Active
64E77	IL 75	Winnebago	\$639,901.00	16	George Ryan	06/10/09	07/18/09	Complete

## Project Labor Agreement Status Report

Letting Date 5-15-09

<http://www.dot.il.gov/desenv/051509/051509letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68518	US 67	Mercer	\$1,246,227.25	18	Joseph Crowe	08/03/09		Active
68596	IL 8/US 150	Tazewell	\$1,709,429.31	19	Joseph Crowe	08/01/09		Active
84800	IL 78	JoDaviess	\$2,931,578.91	16	George Ryan	08/03/09		Active
72845	US 24	Adams	\$1,038,529.25	19	Roger Driskell	08/25/09		Active
64D42	US 20	JoDaviess	\$ 554,587.92	16	George Ryan	08/11/09		Active
64A57	US 52	Lee LaSalle	\$1,242,048.08	16, 10	George Ryan	07/09/09		Active
64F02	IL 2	Ogle Winnebago	\$1,767,488.79	16	George Ryan	08/12/09		Active
64F16	IL 78	Henry	\$1,243,958.55	18	George Ryan	08/12/09		Active
64E81	IL 78	Henry	\$ 912,365.91	18	George Ryan	07/20/09		Active
64E86	US 20	JoDaviess	\$ 309,292.69	16	George Ryan	07/28/09	09/05/09	Complete
66776	IL 92	Bureau	\$ 326,109.00	10	George Ryan	08/24/09		Active
68519	IL 17	Mercer Henry	\$2,674,854.75	18	Joseph Crowe	08/04/09		Active
68559	IL 18	Putnam	\$1,274,134.34	10	Joseph Crowe	07/02/09	09/03/09	Complete
68587	IL 89	Putnam	\$ 924,353.34	10	Joseph Crowe	No Info.		Active
68611	IL 9	Fulton	\$1,038,395.76	19	Joseph Crowe	06/29/09	08/12/09	Complete
68807	IL 29	Tazewell	\$1,281,907.16	19	Joseph Crowe	08/20/09		Active
68808	IL 29	Tazewell Mason	\$2,642,669.07	19, 1	Joseph Crowe	07/20/09		Active
68816	IL 40	Peoria	\$1,227,669.74	19	Joseph Crowe	09/01/09		Active
68912	Wheeler Road	Peoria	\$ 997,735.18	19	Joseph Crowe	07/06/09		Active
72849	US 24	Schuyler	\$2,227,466.78	19	Roger Driskell	07/29/09		Active
72C73	Hillview Blacktop	Scott	\$ 498,858.94	1	Roger Driskell	09/08/09		Active
76B82	IL 3	Monroe	\$3,180,394.55	17	Mary Lamie	07/06/09		Active



# Project Labor Agreement Status Report

Letting Date 5-15-09

<http://www.dot.il.gov/desenv/051509/051509letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
68459	IL 95	McDonough Fulton	\$2,467,967.39	19	Joseph Crowe	07/10/09		Active
68629	US 136 & US 24	Fulton	\$5,569,230.48	19	Joseph Crowe	07/10/09		Active
64F00	US 20	Stephenson Winnebago	\$4,930,979.35	16	George Ryan	10/01/09		Active
64F10	IL 5 & IL 92	Rock Island	\$5,969,818.00	18	George Ryan	07/27/09		Active
64F11	IL 72 & 26/72	Carroll Ogle	\$2,271,037.27	16	George Ryan	07/13/09		Active
68212	IL 17 & 94	Mercer	\$4,499,646.74	18	Joseph Crowe	07/04/09		Active
68330	US 136	Fulton	\$6,521,646.13	19	Joseph Crowe	07/04/09		Active
68455	US 150/ US 24	Peoria Tazewell	\$6,081,881.57	19	Joseph Crowe	07/03/09		Active
68509	IL 40	Peoria	\$3,056,657.09	19	Joseph Crowe	07/13/09		Active
68572	IL 251	Marshall LaSalle	\$1,217,525.64	10, 19	Joseph Crowe	07/15/09		Active
68613	I-474	Peoria	\$6,898,297.95	19	Joseph Crowe	07/01/09		Active
68655	IL 40 & IL 93	Stark Bureau	\$4,961,575.88	19, 10	Joseph Crowe	07/06/09		Active
68684	US 150	Peoria	\$3,952,337.28	19	Joseph Crowe	07/06/09		Active
68871	US 136	McDonough	\$1,610,004.16	19	Joseph Crowe	07/09/09		Active
68892	IL 29 & IL 9	Tazewell	\$3,992,698.83	19	Joseph Crowe	07/09/09		Active
88919	I-74	Knox	\$4,217,614.94	18	Joseph Crowe	07/03/09		Active
68511	US 150	Tazewell Woodford	\$2,797,529.71	19	Joseph Crowe	07/06/09		Active
68844	US 34	Knox	\$1,286,832.76	18	Joseph Crowe	06/26/09	08/26/09	Complete

## Project Labor Agreement Status Report

Letting Date 6-12-09

<http://www.dot.il.gov/desenv/061209/061209letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
72C74	I-172	Adams	\$ 224,483.15	19	Roger Driskell	08/17/09	08/29/09	Complete
72C79	I-72	Pike	\$ 237,583.68	19	Roger Driskell	09/10/09		Active
72C56	I-72	Pike	\$ 175,754.51	19	Roger Driskell	09/08/09		Active
64C07	US 34/IL 78	Henry	\$2,483,285.46	18	George Ryan	09/08/09		Active
68619	IL 9	Fulton	\$ 144,030.65	19	Joseph Crowe	08/18/09		Active

## Project Labor Agreement Status Report

Letting Date 7-31-09

<http://www.dot.il.gov/desenv/073109/073109letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
78136	IL 37	Williamson	\$1,203,068.24	8	Mary Lamie	10/06/09		Active
64E40	N Frontage Rd	Rock Island	\$ 221,090.33	18	George Ryan	10/05/09		Active
64F33	IL 2	Lee Whiteside	\$ 138,327.85	16	George Ryan	10/26/09		Active
76C89	Various	St. Clair Madison	\$ 328,084.60	17	Mary Lamie	10/09/09		Active
76C81	Eldred Hillview Rd	Greene	\$ 278,800.00	17	Mary Lamie	09/28/09		Active
72C91	Scottville Rd	Macoupin	\$ 493,012.89	17	Roger Driskell	10/12/09		Active

## Project Labor Agreement Status Report

Letting Date 9-18-09

<http://www.dot.il.gov/desenv/091809/091809letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76C47	I-64	St. Clair	\$4,855,228.05	17	Mary Lamie	N/A		
76C48	I-64	St. Clair	\$1,440,795.00	17	Mary Lamie	N/A		
72D06	IL 100	Schuyler	\$65,634.60	19	Roger Driskell	N/A		

# Project Labor Agreement Status Report

Letting Date 11-06-09

<http://www.dot.il.gov/desenv/110609/110609letg.html>

Contract	Route	County	Cost	Building Trades Council (See Map)	Regional Engineer	Construction Start Date	Date of Completion	Status
76B87	IL 159	Madison	\$854,713.53	17	Mary Lamie	N/A		
76C38	Baugh Avenue	St. Clair	\$1,286,298.05	17	Mary Lamie	N/A		
76C68	FAP 998	St. Clair	\$717,837.00	17	Mary Lamie	N/A		
66908	I-80	Bureau	\$22,241,876,.65	10	George Ryan	N/A		
64F31	I-80	Rock Island	\$10,333,881.03	18	George Ryan	N/A		
64E18	IL 84	Henry	\$895,492.50	18	George Ryan	N/A		

## Presidential Documents

Executive Order 12818 of October 23, 1992

### Open Bidding on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, in order to (1) promote and ensure open bidding on Federal and federally funded construction projects; (2) increase competition in Federal construction contracts and contracts under Federal grants or cooperative agreements; (3) reduce construction costs; (4) expand job opportunities, especially for small businesses; and (5) uphold the associational rights of workers freely to select, or refrain from selecting, bargaining representatives and to decide whether or not to be union members, so as to provide access to employment opportunities on Federal and federally funded construction projects for all workers; thereby promoting the economical and efficient administration and completion of Federal and federally funded construction projects, it is hereby ordered as follows:

**Section 1.** (a) To the extent permitted by law, before any executive agency may award any construction contract after the effective date of this order, or obligate funds pursuant to such contract, it shall ensure that neither the agency's bid specifications, project agreements, nor other controlling documents, nor those of any contractor or construction manager, shall:

- (1) Require bidders, offerors, contractors or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- (2) Otherwise discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- (3) Require any bidder, offeror, contractor or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
  - (i) become members of or affiliated with a labor organization; or
  - (ii) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

(b) No contractor, and no subcontractor under a Federal contract, shall require, as a condition of any subcontract relating to a Government construction contract, that the party with which it contracts impose or enforce any of the elements specified in section 1(a)(1)-(3) above in performing its subcontract. This section does not prohibit a contractor or subcontractor from voluntarily entering into an otherwise lawful agreement with a labor organization regarding its own employees.

(c) Contracts awarded before the effective date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

**Sec. 2.** (a) The heads of executive agencies shall, within 30 days of the date of issuance of this order, review all statutes under their jurisdiction that provide authority to issue grants or enter into cooperative agreements for construction projects and identify any statute that provides authority to condition a grant

award or cooperative agreement on the recipient's or party's agreement that neither bid specifications, project agreements, nor other controlling documents pertaining to the grant or cooperative agreement contain any of the elements specified in section 1(a)(1)-(3), above.

(b) The heads of executive agencies shall exercise any authority identified pursuant to section 2(a), to the extent consistent with law, so as to preclude the grant recipient or party to a cooperative agreement from imposing any of the elements specified in section 1(a)(1)-(3) above in connection with any such grant or cooperative agreement, awarded or entered into after the date of such exercise.

**Sec. 3. (a)** In the event that a Federal contractor or construction manager does not perform in accordance with section 1 above, the executive agency shall take such action as may be appropriate, as determined by the agency, consistent with law or regulation, including, but not limited to, debarment, suspension, termination for default, or withholding of payments.

(b) In the event that a recipient of a Federal grant or party to a cooperative agreement does not perform in accordance with section 2(b) above, the executive agency that awarded the grant shall take such action, as determined by the agency, consistent with law or regulation, as may be appropriate.

**Sec. 4. (a)** The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 2 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 4(a) may not be based on the possibility of, or an actual labor dispute concerning the use of:

- (1) contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or
- (2) employees on the project who are not members of or affiliated with a labor organization.

**Sec. 5. (a)** "Construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

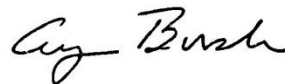
(b) "Executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105.

(c) "Labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

**Sec. 6.** Within 30 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

**Sec. 7.** This order is not intended to create any right or benefit, substantive or procedural, enforceable by a nonfederal party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

**Sec. 8.** This order shall become effective 30 days after the date of this order.



THE WHITE HOUSE,  
October 23, 1992.

[FR Doc. 92-28333  
Filed 10-28-92; 4:49 pm]  
Billing Code 3195-01-M

S-340999 0002(00)(27-OCT-92-15:42:17)

F4705.fmt...[16,30]...4-30-92

---

## Presidential Documents

---

Title 3—

Executive Order 12836 of February 1, 1993

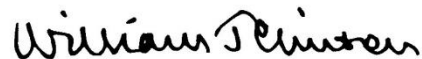
The President

### Revocation of Certain Executive Orders Concerning Federal Contracting

By the authority vested in me as President by the Constitution and the laws of the United States of America, and in order to eliminate Executive orders that do not serve the public interest, it is hereby ordered as follows:

**Section 1.** Executive Order No. 12818 of October 23, 1992 (prohibiting the use of project agreements on Federal construction contracts), and Executive Order No. 12800 of April 13, 1992 (requiring Federal contractors to post a notice that workers are not required to join unions), are revoked.

**Sec. 2.** The heads of executive agencies shall promptly revoke any orders, rules, or regulations implementing Executive Order No. 12818 of October 23, 1992, or Executive Order No. 12800 of April 13, 1992, to the extent consistent with law.



THE WHITE HOUSE,  
February 1, 1993.

[FR citation 58 FR 7045]



---

## Presidential Documents

Executive Order 13202 of February 17, 2001

### **Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects**

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

**Section 1.** To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

**Sec. 2.** Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

**Sec. 3.** To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

**Sec. 4.** In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

**Sec. 5.** (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

**Sec. 6.** (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

**Sec. 7.** With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

**Sec. 8.** As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

**Sec. 9.** The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

**Sec. 10.** The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

**Sec. 11.** This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforceable by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.



THE WHITE HOUSE,  
February 17, 2001

Federal Register

Vol. 66, No. 70

Wednesday, April 11, 2001

---

**Presidential Documents**

---

Title 3—

Executive Order 13208 of April 6, 2001

The President

**Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects**

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 5 of that order the following new subsection:

- (c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.



THE WHITE HOUSE,  
*April 6, 2001.*

[FR Doc. 01-9086  
Filed 4-10-01; 8:45 am]  
Billing code 3195-01-P

---

## Presidential Documents

Executive Order 13502 of February 6, 2009

### Use of Project Labor Agreements for Federal Construction Projects

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 *et seq.*, and in order to promote the efficient administration and completion of Federal construction projects, it is hereby ordered that:

**Section 1. Policy.** (a) Large-scale construction projects pose special challenges to efficient and timely procurement by the Federal Government. Construction employers typically do not have a permanent workforce, which makes it difficult for them to predict labor costs when bidding on contracts and to ensure a steady supply of labor on contracts being performed. Challenges also arise due to the fact that construction projects typically involve multiple employers at a single location. A labor dispute involving one employer can delay the entire project. A lack of coordination among various employers, or uncertainty about the terms and conditions of employment of various groups of workers, can create frictions and disputes in the absence of an agreed-upon resolution mechanism. These problems threaten the efficient and timely completion of construction projects undertaken by Federal contractors. On larger projects, which are generally more complex and of longer duration, these problems tend to be more pronounced.

(b) The use of a project labor agreement may prevent these problems from developing by providing structure and stability to large-scale construction projects, thereby promoting the efficient and expeditious completion of Federal construction contracts. Accordingly, it is the policy of the Federal Government to encourage executive agencies to consider requiring the use of project labor agreements in connection with large-scale construction projects in order to promote economy and efficiency in Federal procurement.

**Sec. 2. Definitions.**

(a) The term "labor organization" as used in this order means a labor organization as defined in 29 U.S.C. 152(5).

(b) The term "construction" as used in this order means construction, rehabilitation, alteration, conversion, extension, repair, or improvement of buildings, highways, or other real property.

(c) The term "large-scale construction project" as used in this order means a construction project where the total cost to the Federal Government is \$25 million or more.

(d) The term "executive agency" as used in this order has the same meaning as in 5 U.S.C. 105, but excludes the Government Accountability Office.

(e) The term "project labor agreement" as used in this order means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

**Sec. 3.** (a) In awarding any contract in connection with a large-scale construction project, or obligating funds pursuant to such a contract, executive agencies may, on a project-by-project basis, require the use of a project labor agreement by a contractor where use of such an agreement will (i)

advance the Federal Government's interest in achieving economy and efficiency in Federal procurement, producing labor-management stability, and ensuring compliance with laws and regulations governing safety and health, equal employment opportunity, labor and employment standards, and other matters, and (ii) be consistent with law.

(b) If an executive agency determines under subsection (a) that the use of a project labor agreement will satisfy the criteria in clauses (i) and (ii) of that subsection, the agency may, if appropriate, require that every contractor or subcontractor on the project agree, for that project, to negotiate or become a party to a project labor agreement with one or more appropriate labor organizations.

**Sec. 4.** Any project labor agreement reached pursuant to this order shall:

(a) bind all contractors and subcontractors on the Construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents;

(b) allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(c) contain guarantees against strikes, lockouts, and similar job disruptions;

(d) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the project labor agreement;

(e) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(f) fully conform to all statutes, regulations, and Executive Orders.

**Sec. 5.** This order does not require an executive agency to use a project labor agreement on any construction project, nor does it preclude the use of a project labor agreement in circumstances not covered by this order, including leasehold arrangements and projects receiving Federal financial assistance. This order also does not require contractors or subcontractors to enter into a project labor agreement with any particular labor organization.

**Sec. 6.** Within 120 days of the date of this order, the Federal Acquisition Regulatory Council (FAR Council), to the extent permitted by law, shall take whatever action is required to amend the Federal Acquisition Regulation to implement the provisions of this order.

**Sec. 7.** The Director of OMB, in consultation with the Secretary of Labor and with other officials as appropriate, shall provide the President within 180 days of this order, recommendations about whether broader use of project labor agreements, with respect to both construction projects undertaken under Federal contracts and construction projects receiving Federal financial assistance, would help to promote the economical, efficient, and timely completion of such projects.

**Sec. 8. *Revocation of Prior Orders, Rules, and Regulations.*** Executive Order 13202 of February 17, 2001, and Executive Order 13208 of April 6, 2001, are revoked. The heads of executive agencies shall, to the extent permitted by law, revoke expeditiously any orders, rules, or regulations implementing Executive Orders 13202 and 13208.

**Sec. 9. *Severability.*** If any provision of this order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected thereby.

**Sec. 10. *General.*** (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) authority granted by law to an executive department, agency, or the head thereof; or

(ii) functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

**Sec. 11. *Effective Date.*** This order shall be effective immediately and shall apply to all solicitations for contracts issued on or after the effective date of the action taken by the FAR Council under section 6 of this order.



THE WHITE HOUSE,  
February 6, 2009.

[FR Doc. E9-3113  
Filed 2-10-09; 1:00 pm]  
Billing code 3195-W9-P